

X

## AMENDMENT OF OIL AND GAS LEASE

THE STATE OF TEXAS §  
§ KNOWN ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT §

**WHEREAS**, on March 22, 2006 ("Effective Date"), Richard G. Swaim, as Lessor, executed and delivered to Harding Company ("Original Lessee"), an Oil and Gas Lease (the "Lease"), a Memorandum of which is recorded in Instrument No. D206160967 of the Official Records of Tarrant County, Texas. The Lands described on the Exhibit "A" of said Lease and the respective Memorandum were as follows:

Tract 1: 2.0 acres of land, more or less, situated in the William J. Ferrel Survey, A-5 15, Tarrant County, Texas, and being Tract 3J, and being further described by metes and bounds in that certain Warranty Deed dated May 23, 1984 from Ray Phipps and wife Eudean Phipps, Grantors to Richard A. Swaim and recorded in Volume 7850 at Page 1757, Deed Records, Tarrant County, Texas.

Tract 2: 1.0 acre of land, more or less, situated in the William J. Ferrell Survey, A-5 15, Tarrant County, Texas, and being Tract 3K, and being further described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated May 26, 1978 from William P. Campbell and Mary Davis, Grantors to Richard A. Swaim and wife, Evelyn R. Swaim and recorded in Volume 6507 at Page 707, Deed Records, Tarrant County, Texas.

Tract 3: 1.0 acre of land, more or less, situated in the William J. Ferrell Survey, A-515, Tarrant County, Texas, and being Tract 3L, and being further described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated October 29, 1979 from Mike L. Duffy, Grantor to Richard A. Swaim and recorded in Volume 6835 at Page 179, Deed Records, Tarrant County, Texas.

Tract 4: 1.0 acre of land, more or less, situated in the William J. Ferrell Survey, A-5 25, Tarrant County, Texas, and being Tract 3M, and being further described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated May 2, 1995 from Peggy L. Miller, Grantor to Richard A. Swab and recorded in Volume 1 1954 at Page 1938, Deed Records, Tarrant County, Texas.

**WHEREAS** DDJET Limited LLP ("DDJET") succeeded to the interest of Harding Company through mesne assignments and is the current owner of the Lease,

**WHEREAS**, it is the desire of Lessor and DDJET as evidenced by their execution of this Extension and Amendment of Oil, Gas and Mineral Lease to extend the primary term of the Lease and amend the royalty percentage as herein provided.

**NOW THEREFORE**, in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended as follows:

1. The following sentence shall replace the first sentence of Section 2(a), "Primary Term," of the Lease:

"Without reference to the commencement, prosecution, or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil or gas, and without further payments, other than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this Lease shall be for a term of **Sixty (60) months** ("Primary Term") from the date hereof, and so long thereafter as oil or gas, individually or collectively, is produced in paying quantities from the Lease Premises, or lands pooled therewith, or as long as this Lease is continued in effect, as otherwise provided herein."

2. The following sentence shall replace the first sentence of Section 3, "Production Royalty," of the Lease:

"Lessee shall pay Lessors a royalty of **Twenty-Five Percent (25%)** (the "Specified Interest") as follows:"

This Amendment shall extend to and be binding on the heirs, representatives, successors, and assigns of Lessor and DDJET.

This Amendment is signed by Lessor and DDJET as of the date of the acknowledgments of their signatures below, but is effective for all purposes as of the Effective Date stated above.

For convenience, this instrument may be executed in multiple counterparts and Lessors and DDJET agree that for all purposes their respective signature page and acknowledgments may be removed from their respective counterpart and attached to a single Amendment of Oil and Gas Lease and for all purposes and obligations hereunder this shall be considered as one Amendment of Oil and Gas Lease.

**Lessor**

Richard G. Swaim

Richard G. Swaim

### Individual Acknowledgment

STATE OF TEXAS                   §  
                                       §  
COUNTY OF TARRANT             §

BEFORE ME, on this day personally appeared Richard G. Seward, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1<sup>st</sup> day of April, 2009.

Notary Public in and for the State of Texas.

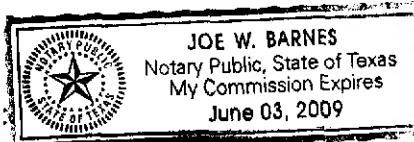
Signature of Notary: Joe Barnes

Joe Barnes

(Print Name of Notary Here)

My Commission Expires: 6-3-2009

SEAL:



**DDJET LIMITED LLP**

By: Chesapeake Exploration, LLC, an Oklahoma limited liability company,  
It's General Partner

By:

Name: Henry J. Hood

Title: Senior Vice President - Land and Legal & General Counsel

**Acknowledgment**

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

§

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 21<sup>st</sup> day of April, 2009, personally appeared **Henry J. Hood, Senior Vice President – Land and Legal & Legal Counsel of Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.

SEAL:



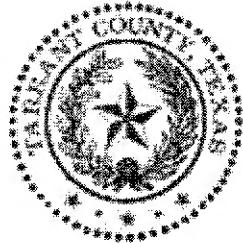
Notary Public in and for the State of Oklahoma.

Signature of Notary:

(Print Name of Notary Here)

My Commission Expires: \_\_\_\_\_

After Recording Return To:  
**HARDING COMPANY**  
13465 MIDWAY ROAD, STE. 400  
DALLAS, TEXAS 75244  
PHONE (214) 361-4292  
FAX (214) 750-7351



HARDING ENERGY PARTNERS LLC  
13465 MIDWAY RD SUITE 400

DALLAS TX 75244

Submitter: PETROCASA ENERGY-INC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 06/03/2009 11:23 AM

Instrument #: D209146917

LSE 5 PGS

\$28.00

By: \_\_\_\_\_



**D209146917**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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